

STATE OF ALABAMA       )

SHELBY COUNTY       )

EASEMENT FOR SANITARY SEWER LINES AND WATER LINES

In consideration of ten dollars (\$10.00) and other valuable consideration paid to AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, (hereinafter called "Grantor") by The Water Works and Sewer Board of the City of Birmingham, a public corporation organized under and by virtue of the laws of the State of Alabama, (hereinafter called "Board"), the receipt and sufficiency of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Board, its successors and assigns, an easement (hereinafter called "Easement") over, across, under and through the hereinafter described real estate for the purposes of, at such times and from time to time in the future as the Board may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing sanitary sewer pipelines and water pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Board to be necessary or useful in connection with the collection and treatment of sewage and the transportation, distribution and sale of water (hereinafter collectively called "Pipelines"), together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress

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*Burr, Forman*

and egress over the hereinafter described real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the Easement, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Pipelines, and together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and remove or otherwise disturb paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to the Board hereunder, subject to the Board's obligation to repair any damage done by it to the paving or other road covering; said real estate being described as follows:

the strips or parcels of land which are a part of the real estate described on Exhibit A attached hereto which are designated or shown as streets or easements on the plan for the proposed Ninth Sector of Brook Highland attached hereto as Exhibit B, which strips or parcels of land shall be dedicated or reserved as streets or easements when the subdivision maps of the proposed Ninth Sector of Brook Highland subdivision are recorded in the office of the Judge of Probate of Shelby County, Alabama.

The rights and privileges herein granted are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Board that the Grantor is lawfully seized in fee simple of the above described real estate, that it is free from all encumbrances, except as

hereinafter set forth in this paragraph and that the Grantor has a good right to grant the easement and right of way granted hereby as aforesaid and that the Grantor will warrant against the claims of all persons subject to current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Board. The easement granted hereby is granted subject to easements and restrictions of record including, without limitation, the following:

- a. Real estate ad valorem taxes for the tax year ending September 30, 1993.
- b. Easement to Alabama Power Company as set out in Real 207 page 380 in Probate Office.
- c. Public utility easements and building setback line as shown by map to be recorded.
- d. Declaration of Protective Covenants for the "Watershed Property" which provides, among other things for an Association to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in Probate Office.
- e. A Deed and Bill of Sale from AmSouth Bank, N.A., as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc. located under the surface of subject land, as shown by instrument recorded in Real 194 page 43 in Probate Office along with an Easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 01 in Probate Office.
- f. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee and Eddleman and Associates as set out in Real 125 page 238 in Probate Office.
- g. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32 page 48 and in Deed Book 121 page 294 in Probate Office.

h. Restrictive covenants with regard to Underground Transmission installations by Alabama Power Company as recorded in Real 181 page 995, Real 220 page 521 and Real 220 page 532 in Probate Office.

i. Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurfaces conditions that may now or hereafter exist or occur or cause damage to subject property.

j. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee and Eddleman and Associates, as set out in Real 125 page 249 and Real 199 page 18 in Probate Office.

k. Agreement concerning Electric Service to NCNB/Brook Highland and Alabama Power Company recorded in Real 306 page 119 in said Probate Office.

(The instruments referred to herein as recorded are recorded in the office of the Judge of Probate of Shelby County, Alabama.)

2. The Grantor agrees not to construct, cause to be constructed, or permit to be constructed, on the above described real estate any lake or pond or any building or structure of any kind which would prevent ready access to, or interfere with, the Pipelines for any of the purposes hereinabove set forth.

3. No delay of the Board in the use of the easement and rights hereby granted or in laying or installing Pipelines in or along the Easement shall result in the loss, limitation or abandonment of any right, title, interest, right of way, easement or estate granted hereby.

4. By the acceptance of this instrument, the Board agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by the Board. The Board agrees to repair at its sole cost, any damage

caused to the Easement areas by it or its contractors and subcontractors, including damage to any pavement, gutters, curbing, landscaping and other permitted improvements within the Easement areas. If the Board damages the Easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

5. The Grantor reserves the absolute right to use the real estate subject to the Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board.

6. This instrument states the entire agreement between the Grantor and the Board and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and the Board.

7. This instrument shall inure to the benefit of, and be binding upon the Grantor and the Board and their respective successors and assigns.

To have and to hold unto the Board, its successors and assigns forever.

IN WITNESS WHEREOF, AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, has caused this Instrument to

be executed by its duly authorized corporate officer, on this 18<sup>th</sup>  
day of June, 1993.

AmSouth Bank, N.A., as Ancillary  
Trustee for NationsBank of North  
Carolina, N.A., as Trustee for the  
Public Employees Retirement System  
of Ohio

ATTEST:

Linda S. Lehe  
Its Ancillary President  
and Trust Officer

By: W. Baker Crow IV  
Its Vice President / Trust Officer

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in  
said State hereby certify that W. Baker Crow IV whose name  
as Vice President & Trust Officer of AmSouth Bank, N.A., a national banking  
association, as Ancillary Trustee for NationsBank of North  
Carolina, N.A., as Trustee for the Public Employees Retirement  
System of Ohio, is signed to the foregoing Easement, and who is  
known to me, acknowledged before me on this day that, being  
informed of the contents of said Easement, he, as such officer and  
with full authority, executed the same voluntarily for and as the  
act of said national banking association acting in its capacity as  
Ancillary Trustee as aforesaid.

Given under my hand and official seal this the 18<sup>th</sup> day  
of June, 1993.

Debra M. Montgomery  
Notary Public

AFFIX SEAL

My commission expires: 2/94

This instrument prepared by:

Jack P. Stephenson, Esq.  
Burr & Forman  
SouthTrust Tower  
420 N. 20th Street, Suite 3000  
Birmingham, Alabama 35203

EXHIBIT A

**K.B. WEYGAND & ASSOCIATES, P.C.**

*Civil Engineers and Land Surveyors*

(205) 991-8965

FAX (205) 991-6032


A parcel of land to be known as Brook Highland 9th Sector situated in the Northwest Quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found and locally accepted to be the Northeast corner of said Quarter Section; thence run South 89 degrees 40 minutes 52 seconds West along the North line of said Quarter Section for a distance of 1,447.63 feet to an iron pin set; thence turn an angle to the left of 61 degrees 06 minutes 05 seconds and run South 28 degrees 34 minutes 47 seconds West for a distance of 184.62 feet to an iron pin set; thence turn an angle to the left of 79 degrees 37 minutes 36 seconds and run South 51 degrees 02 minutes 49 seconds East for a distance of 230.99 feet to an iron pin set, said iron being on a curve to the left having a central angle of 6 degrees 39 minutes 28 seconds and a radius of 245.00 feet; thence turn an angle to the right of 0 degrees 00 minutes 00 seconds to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 28.47 feet to an iron pin set; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run South 57 degrees 42 minutes 17 seconds East for a distance of 138.25 feet to an iron pin set; thence turn an angle to the left of 24 degrees 16 minutes 18 seconds and run South 81 degrees 58 minutes 36 seconds East for a distance of 107.28 feet to an iron pin set; thence turn an angle to the right of 24 degrees 49 minutes 43 seconds and run South 57 degrees 08 minutes 53 seconds East for a distance of 221.68 feet to an iron pin set; thence turn an angle to the left of 36 degrees 34 minutes 17 seconds and run North 86 degrees 16 minutes 50 seconds East for a distance of 185.44 feet to an iron pin set; thence turn an angle to the right of 43 degrees 55 minutes 55 seconds and run South 49 degrees 47 minutes 16 seconds East for a distance of 77.87 feet to an iron pin set; thence turn an angle to the right of 5 degrees 18 minutes 20 seconds and run South 44 degrees 28 minutes 56 seconds East for a distance of 98.90 feet to an iron pin set; thence turn an angle to the right of 57 degrees 38 minutes 39 seconds and run South 13 degrees 09 minutes 43 seconds West for a distance of 183.08 feet to an iron pin set; thence turn an angle to the right of 41 degrees 33 minutes 16 seconds and run South 54 degrees 42 minutes 59 seconds West for a distance of 507.61 feet to an iron pin set; thence turn an angle to the left of 91 degrees 08 minutes 31 seconds and run South 36 degrees 25 minutes 33 seconds East for a distance of 160.82 feet to an iron pin set on a curve to the right having a central angle of 1 degree 08 minutes 31 seconds and a radius of 1,299.41 feet; thence turn an angle to the right of 0 degrees 00 minutes 00 seconds to the radius of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 25.90 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run South 35 degrees 17 minutes 01 seconds East for a distance of 225.24 feet to an iron pin set; thence turn an angle to the left of 87 degrees 31 minutes 12 seconds and run North 57 degrees 11 minutes 47 seconds East for a distance of 172.12 feet to an iron pin set; thence turn an angle to the right



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of 16 degrees 55 minutes 52 seconds and run North 74 degrees 07 minutes 40 seconds East for a distance of 55.09 feet to an iron pin set; thence turn an angle to the right of 34 degrees 15 minutes 11 seconds and run South 71 degrees 37 minutes 09 seconds East for a distance of 86.77 feet to an iron pin set; thence turn an angle to the left of 65 degrees 03 minutes 47 seconds and run North 43 degrees 19 minutes 04 seconds East for a distance of 348.44 feet to an iron pin set; thence turn an angle to the left of 19 degrees 48 minutes 06 seconds and run North 23 degrees 30 minutes 58 seconds East for a distance of 849.59 feet to an iron pin set on the East line of said Quarter Section; thence turn an angle to the left of 23 degrees 18 minutes 26 seconds and run North 0 degrees 12 minutes 32 seconds East along the East line of said Quarter Section for a distance of 312.52 feet to the point of beginning. Said parcel to be known as Brook Highland 9th Sector contains 26.74 acres, more or less.

  
Kenneth B. Weygand, Reg. Engr.-L.S.#11768

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DATE ORDERED BY HAND POST MARK THIS DATE FOR MAIL  
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**Military Police**

**IN CONNECTION WITH:**

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ment. "This educational effort has appeared at the beach, in the newspaper and on the radio. It is a commendable and appropriate effort and we are pleased to find that the beach is being cleaned up, which indicates that people are taking responsibility as to the cleanliness of the beach."

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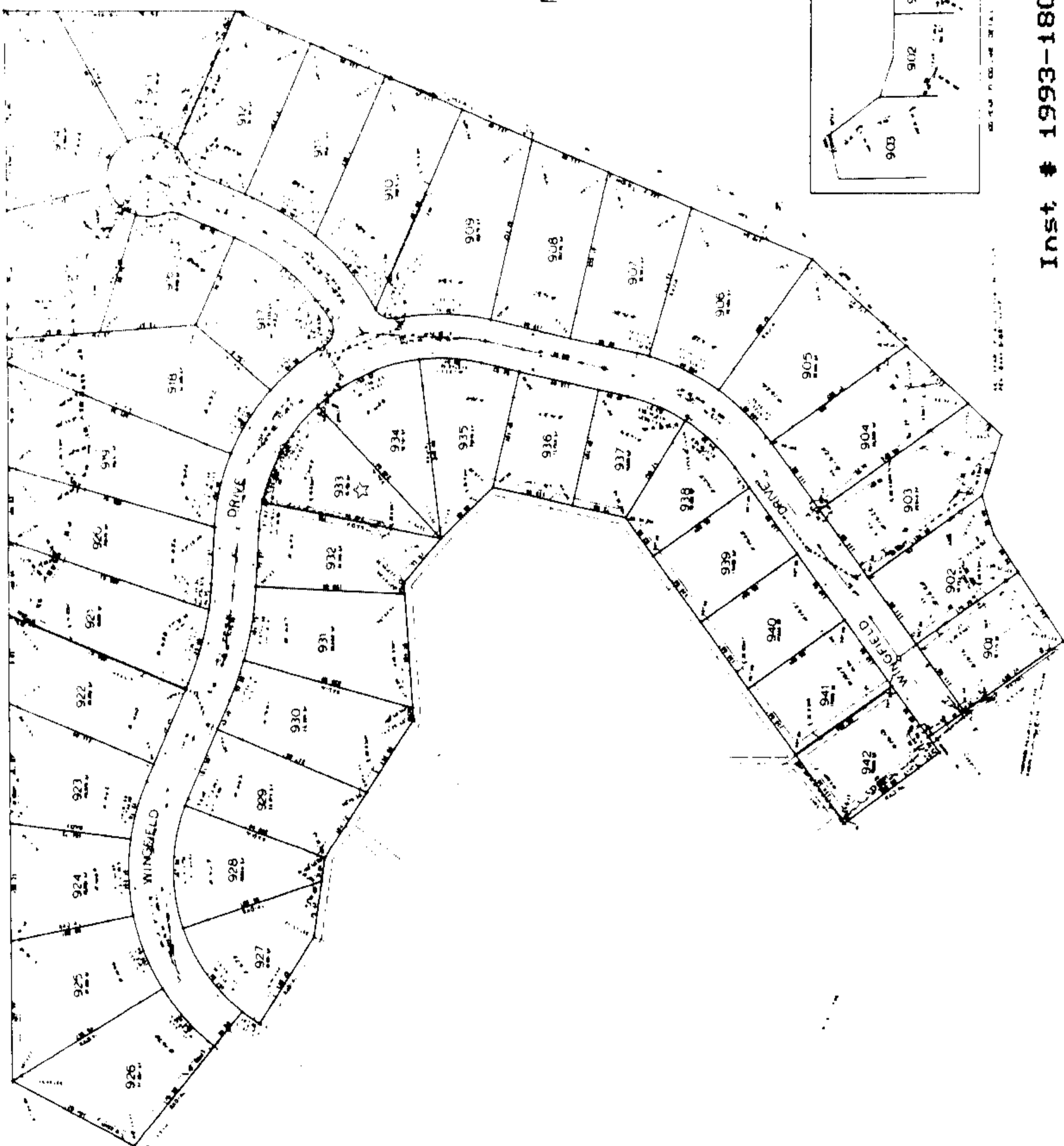
positioning and delivery of the product, in order to ensure that the product is available to the target market.

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the Federal government. The House Committee on Education and the Labor Department have also been asked to conduct a study of the problem.

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